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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A LESTER

February 13, 2009

Anne K. Quinlan, Esquire  
Acting Secretary  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423-0001

RECORDATION NO. 17432-0 FILED  
FEB 13 '09 -9 0 0 AM.  
SURFACE TRANSPORTATION BOARD

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination of Railcar Lease, dated as of May 19, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Railcar Lease, Supplement No. 1 and Partial Termination previously filed with the Commission under Recordation Numbers 17432, 17432-B and 17432-E.

The names and addresses of the parties to the enclosed document are:

Lessee: Indiana Michigan Power Company  
1 River Plaza  
Columbus, Ohio 43215

Owner Trustee: U.S. Bank National Association  
not in its individual capacity but solely as  
Owner Trustee  
225 Asylum Street, 23rd Floor  
Hartford, CT 06103

Anne K. Quinlan, Esquire  
February 13, 2009  
Page 2

A description of the railroad equipment covered by the enclosed document is:

45 hopper coal cars TERMINATED within the series AEPX 2613 - AEPX 3189 as more particularly set forth in the attachment to the document.

A short summary of the document to appear in the index is:

Partial Termination of Railcar Lease.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem  
Enclosures

FEB 13 '09

-9 0 0 AM

## PARTIAL TERMINATION OF RAILCAR LEASE

SURFACE TRANSPORTATION BOARD

This Partial Termination of Railcar Lease (this "Termination") is made as of May 19, 2008 by and between Indiana Michigan Power Company, an Indiana corporation (the "Lessee"), and U.S. Bank National Association, not in its individual capacity, but solely as successor owner trustee under that certain Trust Agreement dated as of July 1, 1991 between The Connecticut National Bank and Chase Manhattan Service Corporation (U.S. Bank National Association, in its capacity as such trustee is hereinafter referred to as the "Lessor"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Annex I to the Railcar Lease dated as of July 1, 1991 between the Lessor and the Lessee, as supplemented pursuant to the Lease Supplement No. 1 dated as of July 15, 1991 between the Lessor and the Lessee, as modified pursuant to the Partial Termination of Lease dated as of September 27, 1995 between the Lessor and the Lessee and as amended pursuant to the Amendment No. 1 to Railcar Lease dated as of September 22, 2006 between the Lessor and the Lessee (such Railcar Lease as so supplemented, modified and amended and as such Railcar Lease may have been further amended, supplemented or otherwise modified through the date hereof, the "Lease").

WHEREAS, the aforesaid Railcar Lease dated as of July 1, 1991 between the Lessor and the Lessee was recorded with the Interstate Commerce Commission on July 15, 1991 as conveyance number 17432;

WHEREAS, the aforesaid Lease Supplement No. 1 dated as of July 15, 1991 between the Lessor and the Lessee was recorded with the Interstate Commerce Commission on July 15, 1991 as conveyance number 17432-B;

WHEREAS, the aforesaid Partial Termination of Lease dated as of September 27, 1995 between the Lessor and the Lessee was recorded with the Interstate Commerce Commission on October 16, 1995 as conveyance number 17432-E;

WHEREAS, pursuant to the Lease, the Lessor leased to the Lessee a number of railroad cars (the "Leased Cars");

WHEREAS, the Lessee has returned to the Lessor the 45 Leased Cars referred to on Schedule 1 hereto (such returned cars being hereinafter referred to as the "Terminated Cars");

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Termination. The Lessor and the Lessee hereby agree and confirm that the Lease is hereby terminated and cancelled with respect to each of the Terminated Cars, and that each party agrees to, and does hereby, release the other party from all liabilities of whatever nature arising out of or relating to each of the Terminated Cars except for liabilities covered by (i) the Tax Indemnification Agreement (as defined in Annex 1 to the Lease) which shall continue as

provided for therein, (ii) the indemnities set forth in Section 6 of the Participation Agreement (as defined in Annex 1 to the Lease) which shall continue as provided for in Section 6(d) of the Participation Agreement, or (iii) the indemnities set forth in Section 7 of the Participation Agreement which shall continue as provided for in Section 7(b) of the Participation Agreement.

2. Successors and Assigns. This Termination shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

3. Governing Law. THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Lessor and the Lessee has caused this Partial Termination of Railcar Lease to be duly executed by its duly authorized officer, all as of the day and year first written above.

INDIANA MICHIGAN POWER COMPANY <sup>or</sup> <sub>of</sub>

By: C. E. Zebula

C. E. Zebula

Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity,  
but solely as Owner Trustee

By: \_\_\_\_\_

Title: \_\_\_\_\_

provided for therein, (ii) the indemnities set forth in Section 6 of the Participation Agreement (as defined in Annex 1 to the Lease) which shall continue as provided for in Section 6(d) of the Participation Agreement, or (iii) the indemnities set forth in Section 7 of the Participation Agreement which shall continue as provided for in Section 7(b) of the Participation Agreement.

2. Successors and Assigns. This Termination shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

3. Governing Law. THIS TERMINATION SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts. This Termination may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the Lessor and the Lessee has caused this Partial Termination of Railcar Lease to be duly executed by its duly authorized officer, all as of the day and year first written above.

INDIANA MICHIGAN POWER COMPANY

By: \_\_\_\_\_

C. E. Zebula

Title: Vice President

U.S. BANK NATIONAL ASSOCIATION,  
not in its individual capacity,  
but solely as Owner Trustee

By: CC Hammer

Elizabeth C. Hammer

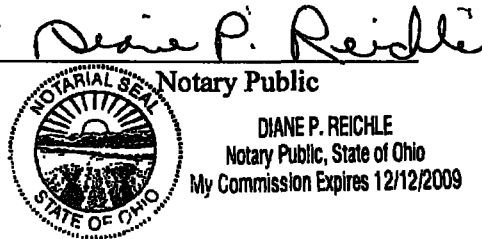
Title: Vice President

STATE OF OHIO )  
 ) SS.:  
COUNTY OF FRANKLIN

On this 15<sup>th</sup> day of May, 2008, before me, a Notary Public in and for said County and State, personally appeared C. E. Zebula, to me personally known, who being duly sworn, says that he is a vice president of Indiana Michigan Power Company, an Indiana corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution and of the foregoing instrument was the free act and deed of said corporation.

My commission expires: 12/12/2009

STATE OF Connecticut )  
 ) SS:  
COUNTY OF Hartford )



On this \_\_\_ day of \_\_\_\_\_, 2008, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, to me personally known, who being duly sworn, says that he/she is a \_\_\_\_\_ of U.S. Bank National Association, a national banking association, and that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF )  
 ) SS.:  
COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 2008, before me, a Notary Public in and for said County and State, personally appeared C. E. Zebula to me personally known, who being duly sworn, says that her/she is a vice president of Indiana Michigan Power Company, an Indiana corporation, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors; and he/she acknowledged that the execution and of the foregoing instrument was the free act and deed of said corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF Connecticut )  
 ) SS:  
COUNTY OF Hartford )

On this 19th day of May, 2008, before me, a Notary Public in and for said County and State, personally appeared Elizabeth C. Hammer, to me personally known, who being duly sworn, says that she is a Vice President of U.S. Bank National Association, a national banking association, and that the foregoing instrument was signed on behalf of said national banking association by authority of its Board of Directors, and she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

My Commission expires: \_\_\_\_\_

*Susan P. McNally*  
Notary Public

SUSAN P. McNALLY  
Notary Public - Connecticut  
My Commission Expires Mar. 31, 2010

**SCHEDULE I**  
**to Partial Termination of Railcar Lease**

**TERMINATED CARS**

**45 - 100-ton 4000 c.f. triple hopper coal cars with the following car numbers:**

AEPX 2613	AEPX 2729	AEPX 2922	AEPX 3091
AEPX 2639	AEPX 2744	AEPX 2924	AEPX 3114
AEPX 2644	AEPX 2757	AEPX 2950	AEPX 3124
AEPX 2648	AEPX 2775	AEPX 2989	AEPX 3125
AEPX 2667	AEPX 2777	AEPX 3004	AEPX 3127
AEPX 2674	AEPX 2790	AEPX 3012	AEPX 3148
AEPX 2685	AEPX 2792	AEPX 3026	AEPX 3151
AEPX 2693	AEPX 2808	AEPX 3043	AEPX 3166
AEPX 2694	AEPX 2821	AEPX 3053	AEPX 3189
AEPX 2699	AEPX 2827	AEPX 3064	
AEPX 2707	AEPX 2880	AEPX 3084	
AEPX 2710	AEPX 2898	AEPX 3086	



CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

2/13/09



\_\_\_\_\_  
Robert W. Alvord